

FS Agreement No. 13-MU-11050400-015
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
TOWN OF MAMMOTH LAKES
And The
USDA, FOREST SERVICE
INYO NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Town of Mammoth Lakes, hereinafter referred to as "TOML," and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the "U.S. Forest Service."

Title: Maintenance and Operation of MLTS Website

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to maintain and operate an interactive web and mobile data product, www.MammothTrails.org, that complements the Mammoth Lakes Trail system in accordance with the following provisions. The website will significantly improve and expand the wealth of trails and outdoor-recreation information made available to the site visitor.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

On February 1, 2012, the Mammoth Lakes Town Council unanimously adopted Resolution No.12-09. This policy decision directed the Town Manager to establish and formalize a high level of interagency cooperation with the USDA Inyo National Forest to plan, design, implement, construct, operate, maintain, and promote an integrated year-round trail system to be known as the Mammoth Lakes Trail System (MLTS). This action, along with the appointment of the Mammoth Lakes Trail System Coordinating Committee (MLTSCC) empowered the Town to work more closely with the Forest Service to fulfill the intent and desire of the Resolution. The MLTSCC identified a number of on-the-ground projects within the Mammoth Lakes Trail System, including the need to create, maintain and operate a comprehensive website (www.Mammothtrails.org). The website went "live" in 2012 and added to in 2013 and beyond. With a high quality website the public is given timely and up to date information on recreation opportunities and trail conditions. With a quality website for the public to rely on, the Forest Service staff at the Mammoth Lakes Welcome Center is relied upon less for trail information freeing them up for other duties.



In consideration of the above premises, the parties agree as follows:

III. TOML SHALL:

- A. Website Ownership: TOML is the owner of www.mammothtrails.org, and is responsible for the hosting, content management, operation, and all activities related to the effective functioning of the website.
- B. Content Management: Any content that is not already posted on <http://www.fs.usda.gov/invo>, will be forwarded to the Inyo National Forest for review and approval prior to posting on www.mammothtrails.org. All content will be developed collaboratively.
- C. Sponsorship: All TOML sponsorship advertising on the Website shall comply with all USDA rules, Policies and Regulations.
- D. Online Sales: TOML agrees that all online sales shall be used for fundraising for MLTS and will comply with all USDA rules and regulations.
- E. Intellectual Property: All images, information, maps and descriptions posted on the website are available to be used by the public as provided and posted on the website. Any information or graphics that originates from the US Government is available for public use and can be requested through the USFS. Information or graphics that do not originate from the US Government are subject to the copyright laws and protections governed by TOML.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Approve all sponsorship advertising prior to posting on the Website.
- B. Designate a liaison to review content prior to posting on website.
- C. Respond within a 30 days to the requests of the Town of Mammoth Lakes for the review and approval of website content or sponsorship.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Any website traffic data collected on the site is used to personalize the visitors experience and help understand patterns of use on the web site and on the ground. Use of website traffic data (analytics) and sharing of data with third parties will be done in consultation with the USFS and TOML. Personal information of website users will not be collected, stored or used in any manner.



- B. The posting of trails related information, current conditions, alerts or updates (trail closures, etc.) to the website will be made as expeditiously as possible by TOML using an information sharing process and set of standard operating procedures that are agreed to by both TOML and the USFS.
- C. TOML and the USFS will agree work collaboratively and agree upon methods and strategies to promote the website. Third party promotion of the website will be done in consultation with both USFS and TOML.
- D. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ray Jarvis Public Works Director PO BOX 1609 Mammoth Lakes, CA 93546 Telephone: (760) 934-8989 ext. 257 FAX: (760) 934-8608 Email: rjarvis@ci.mammoth-lakes.ca.us	Stuart Brown Recreation Manager PO BOX 1609 Mammoth Lakes, CA 93546 Telephone: (760) 934-8989 ext. 210 FAX: (760) 934-8608 Email: sbrown@ci.mammoth-lakes.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jon Kazmierski District Recreation Officer PO Box 1402 Mammoth Lakes, CA 93546 Telephone: 760-924-5503 FAX: 760-924-5537 Email: jkazmierski@fs.fed.us	Aaron Stout Grants Management Specialist 631 Coyote St Nevada City, CA 95959 Telephone: 530-478-6825 FAX: 530-478-6161 Email: asstout@fs.fed.us

- E. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or TOML is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To TOML, at TOML's address shown in the MOU or such other address designated within the MOU.



Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- F. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or TOML from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of TOML's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of TOML's products or activities.
- H. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for TOML to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.



- K. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. TOML is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- " The Inyo National Forest of the U.S. Forest Service, Department of Agriculture, in partnership with the Town of Mammoth Lakes, of the U.S. Forest Service, Department of Agriculture."
- TOML may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. TOML is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. TOML shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT AND SUSPENSION. TOML shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should TOML or any of



their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through March 13, 2018 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

MARIANNA MARYSHEVA-MARTINEZ
Town Manager, Town of Mammoth Lakes

5/22/2013
Date

EDWARD E. ARMENTA, Forest Supervisor
U.S. Forest Service, Inyo National Forest

6/11/13
Date

The authority and format of this agreement have been reviewed and approved for signature.

RAMONA L. ROBERTSON
U.S. Forest Service Grants Management Specialist

March 20, 2013
Date

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.